

1. In an effort to allow this Vendor the opportunity to provide the Commonwealth with a response which is both comprehensive and offers flexibility, will the Commonwealth please consider extending the due date to April 26, 2000.

ANS: RFP 2000-15 has been amended, effective April 6, 2000. The due date for responses has been extended. The new due date for proposals in response to RFP 2000-15 is April 26, 2000. Please visit the ASD website at <http://asd.state.va.us> for the revised document, RFP 2000-15 Amendment 1 (2000-15A1).

2. In the response to Question 3 the COV states they “will not pay for warranty services”. Is it the COV intention that the contractor provide warranty service (not just manage the warranty service) for hardware at no charge (free) for the assets to be replaced during transition? Where is the contractor expected to recover these costs? In the “Example” listed is it the COV intention that the contractor support the application software at no charge (free) for these same assets? Would the contractor have this same level of responsibility if the agency does not order application software support for the contractor supplied assets? Is the contractor expected to provide the same level of service as the warranty or the same level of service as the SL ordered with the contractor provided assets? If the contractor provides services that exceed those of the warranty, where is the contractor expected to recover these costs?

ANS: It is the COV’s intention that the SMS contractor(s) provide warranty service for only those brands of equipment for which the contractor’s firm is authorized to do so by an Original Equipment Manufacturer (OEM). As previously stated in the published answer to question #3 from the pre-proposal conference, “*Offerors should provide a listing of all manufacturers for whom their firm is authorized to perform warranty repairs*”. If the contractor’s firm is authorized to perform hardware warranty on behalf of an OEM, it is presumed that he is also authorized to perform software warranty on behalf of that OEM, to the extent that the incident OEM warrants pre-installed software. It is therefore the COV’s intention that the SMS contractor(s) perform the same level of software support that the OEM authorizes and reimburses the contractor for performing. For any, and all warranty services performed on COV owned equipment, the SMS contractor(s) is expected to adhere only to the incident OEM’s service levels prescribed by the COV and OEM purchase contract which pertains to the specific equipment. Should the SMS contractor(s) choose to provide services that exceed those of the OEM warranty prescribed in the COV/OEM purchase contract, cost recovery by the SMS contractor(s) must come from some source other than COV. Again, as previously stated, “*COV will not pay for warranty services.*”

2. Please clarify when the acceptance test would be completed in the “Example” used in response to Question 3. It is this contractors opinion that acceptance test would not start until the installation of the last 5 systems. This position is based on the COV phrase “ to qualify for acceptance, all Services identified by a specific Order must concurrently perform...” and specifically “all Services” and “concurrently”. Is this a correct interpretation? If so, how does the contractor get paid for all the months the COV has used the other 5 to 20 systems? If the contractor does get paid for these months, when can the contractor bill?

ANS: No, that is not a correct interpretation. RFP Section XI, paragraph 4, entitled “*Acceptance Testing and Compliance with Specifications*”, is a desirable term and condition. At this time, the terms of the SMS Master Contract, as negotiated in this regard, are unknown. However, in an attempt to answer your question, the SMS contractor would promptly submit an invoice for the first five PCs (ordered for delivery on May 1) subsequent to the agency’s successful acceptance testing of each PC. This process continues in subsequent months, five PCs per month, until the total number of PCs ordered have been delivered and accepted.

3. The acceptance test is defined as “95% effectiveness over a 48-hour period”. Is this 48-hour period contiguous? If not, over what maximum period of time would the 48-hour test occur?

ANS: Yes.

4. At what time will the COV calculate the SMS Cost Ratio (CR)? Will this be done at time of contract award? What published price will the COV use if the systems offered do not have a COV government price?

ANS: The SMS Cost Ratio (CR) will be calculated at the time of award. If the brand of systems offered do not have a manufacturer’s published government (or educational, in the case of students) price verifiable from the manufacturer’s website, then the systems are not eligible under the SMS Master Contract.

5. Page 52: Section 19 Non-Appropriation, states a Mandatory Requirement that if appropriations are denied, the Commonwealth will have no obligation to pay the Contractor for products or services that have not been “duly delivered and accepted”. Will the Commonwealth stipulate that it will not order products or services from the vendor until funding has been obligated?

ANS: No.

6. Is it the intention of the Commonwealth to receive only products that are New “out of the box”. We ask this question as there is an industry recognized term called “Vendor Certified New” in which the product is actually refurbished (but comes with full warranties).

ANS: Yes.

7. There appears to be an ambiguity between the definition of the CR calculation and the example calculation given on page twenty-four (24). The calculation for CR is defined as follows:

The CR will be determined by first calculating a contract dollar amount (CDA) equal to the Refresh period in months, multiplied by the monthly per-seat and/or per-server service price offered, for each minimum SMS Standard configuration (w/o options/upgrades). The CR is then calculated by dividing the CDA by the manufacturer’s current published government purchase price (MPP). (Figures rounded to the nearest whole dollar.)

Is the contract dollar amount (CDA) equal to the entire bundled price for the seat (i.e. T+I)? (as seems to be implied by the phrase “monthly per-seat and/or per-server service price offered”) Or is the CDA equal to the Tangible Cost Component? Please clarify.

ANS: The CDA is equal to the entire bundled price for the seat.

8. Page 62, Paragraph 48 – Non-Visual Access to Technology

Will the Commonwealth indicate which software packages it intends to utilize to provide the non-visual capability?

ANS: The provisions of paragraph 48 will apply only to software provided by the SMS contractor(s). COV is responsible in this regard for COV software.

9. Page 21 – Price Changes

Would the Commonwealth be willing to allow the Contractor to periodically adjust the seat price for changes in Contractor's carrying cost due to Contractor's Ownership of Assets, with such a change indexed against a market measure such as comparable term treasuries?

ANS: No.

10. Page 24, 6<sup>th</sup> Paragraph - "All subsequent *Tangible* cost component changes will be governed by this ratio for the life of the Master Contract".

Are we correct in assuming that the SMS Cost Ratio will be determined one week prior to final contract award? If not, when will the SMS cost Ratio be determined?

ANS: No you are not correct in that assumption. The SMS Cost Ratio (CR) will be calculated upon contract award.

11. Does the COV require that a vendor identify by name the individuals proposed on resumes submitted with the proposal response to the VA Seat Mgmt. opportunity?

ANS. Yes.

12. Page 33, Section IX. Small, Women-Owned and Minority Business Participation.

Would the Commonwealth accept a Vendor's approved GSA subcontracting Plan for Small, Small Disadvantaged and Women-Owned Small Business to fulfill the requirements under this Section?

ANS: No.

13. The purpose of our correspondence is to respectfully request the Commonwealth to consider an extension to the due date, of at least one week, for Responses to RFP 2000-15. We request this extension for the following reasons:

1. We submitted questions to your office, before the deadline, which have not yet been answered. The Commonwealth's response to our questions will significantly affect our proposal.
2. To date, the hardware vendors have not yet provided pricing for the advanced configuration standards set forth in RFP 2000-15. Our proposal is dependent upon the pricing provided by the vendors.

We appreciate your consideration.

ANS: Please refer to the answer to Question 1 above.

14. Subsection D, Corporate Financial Status, on page 28 of the solicitation requires a vendor to submit audited financial statements for the most recent and preceding two fiscal years. Because many vendors use outside certified auditing firms to perform these annual audits, the information is available only in hardcopy form and not in an electronic form. However, the instructions on page 27 of the RFP (subparagraph g states that "all (proposal) files are to be contained on the CD-ROM discs submitted. We respectfully request that the COV accept this very sensitive financial information in hardcopy form and in sealed envelopes to protect confidentiality. Please clarify.

ANS: All proposal response files must be contained on the CD-ROM discs submitted.